

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

MANUFACTURING TECHNOLOGY
SOLUTIONS, LLC, an Indiana limited
liability company,

Plaintiff/Counter-Defendant,

Case No. 09-12499

Hon. Patrick J. Duggan

v.

DIVERSIFIED MACHINE, INC.,
a Delaware corporation,

Defendant/Counter-Plaintiff.

Leif K. Anderson (P53305)
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STIPULATED PROTECTIVE ORDER

At a session of said Court held in
the Theodore S. Levin United States
Courthouse, Detroit, Michigan,
on: December 10, 2009

BEFORE: HON. PATRICK J. DUGGAN
United States District Court Judge

The parties having stipulated to entry of this order through their respective counsel, and the
Court otherwise being fully advised in the premises;

IT IS HEREBY ORDERED that:

1. Certain documents to be produced during this litigation are confidential or contain confidential information and shall be treated as follows:

a. Any documents to be produced which Plaintiff and/or Defendant believe to contain confidential information shall be designated as "Protected" or "Confidential" (hereinafter "Protected Document"). Such designation shall be made at the time the documents are made available to opposing counsel for inspection or at any time thereafter. The parties shall make a good faith effort only to designate documents as "Protected Documents" as they believe require protection and confidentiality. Should any party disagree with the designation of documents as Protected or Confidential, this Court shall review the document(s) in camera and determine whether protection pursuant to this Order is required by either party. A document designated as a Protected Document shall remain protected pursuant to this Order until the Court rules that any such document(s) is/are not to be treated as "Confidential." In addition, any document which a party designates as Protected or Confidential, which is not disputed by the other party, shall be deemed a Protected Document.

b. Any Protected Document shall be used solely for the purposes of this litigation. Specifically, and without limitation, any Protected Document shall not be used for any business or competitive purpose. Disclosure of any Protected Document, or information contained therein, shall not be made to anyone other than (i) counsel for Plaintiff and respective counsel for Defendant (including associates, legal assistants or clerical personnel who are directly employed by and assisting counsel), any retained expert witness(es), stenographic reporters taking testimony in connection with this litigation, and the parties; or (ii) this Court, its duly appointed officers, and case evaluation panel members. No Protected Document, nor any information contained therein, shall be disclosed (except to the to the parties' respective counsel, the Court, its duly appointed

officers, and mediation panel members) unless that individual has signed a Confidentiality Agreement (such as is attached as Exhibit 1) pursuant to which the individual acknowledges having reviewed a copy of this Order and agreeing to be bound by this Order. Plaintiff and Defendant shall retain all signed copies of the Confidentiality Agreement and shall, upon another counsel's or the Court's request, provide copies to opposing counsel or to the Court.

(c) No copies, transcriptions or summaries of the Protected Documents, or any information contained therein, shall be made except to the extent necessary to prepare this case for trial.

(d) Transcripts or summaries of the Protected Documents, or any information contained therein, shall be kept separate from other transcribed testimony summaries and shall be clearly marked as protected.

(e) Upon final resolution of this litigation, counsel shall return all copies and all other forms of the Protected Documents upon written request of the producing party, except as necessary for counsel to maintain a complete file in this matter.

2. The entry of this Order does not constitute an admission, agreement, finding or ruling that any document or information is subject to discovery or is admissible as evidence in this case. Designation of any information as subject to this Order shall have no meaning or effect whatsoever with respect to the substantive issues in this proceeding for the claims or defenses of any party hereto.

3. The provisions of this Protective Order shall continue in effect and shall survive the final resolution in this litigation. Because the unauthorized disclosure of the Protected Documents will cause irreparable harm, the terms of this Protective Order may be enforced by injunction.

IT IS SO ORDERED.

s/Patrick J. Duggan
Patrick J. Duggan
United States District Judge

Dated: December 10, 2009

I hereby certify that a copy of the foregoing document was served upon counsel of record on December 10, 2009, by electronic and/or ordinary mail.

s/Marilyn Orem
Case Manager

Stipulated as to Entry:

LITIGATION ASSOCIATES, PLLC

HONIGMAN MILLER SCHWARTZ
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Attorneys for Plaintiff/Counter-Defendant

Attorneys for Defendant-Counter Plaintiff

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